

**EXHIBIT F**

**Letter dated April 16, 2020 from DataCloud's Licensing Agent**



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April 16, 2020

VIA EMAIL / FEDEX

Mr. Scot Rogers  
Executive Vice President and General Counsel  
F5 Networks, Inc.  
801 5th Ave  
Seattle, WA 98104

**RE: DATACLOUD TECHNOLOGIES, LLC ("DATACLOUD") - PATENT PORTFOLIO  
LICENSING PROGRAM**

Dear Mr. Rogers:

IPinvestments Group has been retained to manage the monetization of an international patent portfolio owned by DataCloud Technologies, LLC (the "Portfolio"). The Portfolio covers various aspects of technologies related to the Network Security / User Interface / Security Authentication / Distributed Computing / Document Data / Content Management / Database. A summary of the Portfolio is detailed below:

- 36 issued patent assets (plus an additional 11 recently expired patent assets)
- Over 1,000 patent claims
  - Method Claims – 450+
  - Apparatus / System Claims – 550+
- Over 2,000 forward references (patent to patent via USPTO website)

The Portfolio is included in the attached Exhibit A.

While IPinvestments Group is serving as the licensing agent for the DataCloud Portfolio, DataCloud has retained Heninger Garrison Davis to serve as outside litigation / licensing counsel. Accordingly, you may receive communications from Heninger Garrison Davis regarding the DataCloud portfolio, as well. Our purpose in writing to F5 Networks is to acquaint you with the DataCloud Portfolio and to open a dialogue for F5 Networks to obtain a license under the DataCloud Portfolio prior to any potential enforcement action being initiated. F5 Networks may wish to have its patent counsel examine the patents listed in Exhibit A to determine whether a non-exclusive license is needed as to the DataCloud Portfolio. To facilitate licensing discussions, we have attached a mutual NDA for your review and consideration. DataCloud is prepared to



grant F5 Networks coverage under the Portfolio for past and future use to allow you to continue providing and using the technologies. Once the NDA is in place and fully executed, we can provide additional information on potential licensing terms and conditions for the Portfolio.

Over the past few years, we have had the opportunity to represent both small and large companies in their efforts to license their patent portfolios. All too often, it seems, initial licensing efforts are ignored and the burden, time and expense of needless prolonged litigation results. In that spirit, DataCloud believes that early licensing discussions could serve to benefit both parties and would be willing to offer more favorable terms to those that entertain such discussions.

If you would like to participate in discussions regarding a license to the Portfolio or if you have any questions, please contact me at (404) 962-8744 or via email at [bhartselle@ipigrp.com](mailto:bhartselle@ipigrp.com). The DataCloud licensing team looks forward to hearing from you and working with you to resolve this matter.

Sincerely,

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William A. Hartselle

cc: Jim McDonough, Heninger Garrison Davis

Enclosures

DataCloud Technologies - Exhibit A

Patent Number	Application Number	Title	Country	Application Date	Grant Date
Active Issued Patents:					
6691109	09/814056	METHOD AND APPARATUS FOR HIGH-PERFORMANCE SEQUENCE COMPARISON	US	3/22/2001	2/10/2004
6732333	09/760562	SYSTEM AND METHOD FOR MANAGING STATISTICAL DATA REGARDING CORRECTIONS TO WORD PROCESSING DOCUMENTS	US	1/16/2001	5/4/2004
6824064	09/730670	CONCURRENT COMMUNICATION WITH MULTIPLE APPLICATIONS ON A SMART CARD	US	12/6/2000	11/30/2004
6879332	09/859343	User interface for displaying and exploring hierarchical information	US	5/16/2001	4/12/2005
6879981	10/042941	SHARING LIVE DATA WITH A NON COOPERATIVE DBMS	US	1/9/2002	4/12/2005
7036093	09/875409	User interface for exploring a graph of information	US	6/5/2001	4/25/2006
7139780	10/335516	System and method for synchronizing files in multiple nodes	US	12/30/2002	11/21/2006
7170979	09/733848	SYSTEM FOR EMBEDDING PROGRAMMING LANGUAGE CONTENT IN VOICE XML	US	12/8/2000	1/30/2007
7197537	10/109914	Remote access and retrieval of electronic files	US	3/29/2002	3/27/2007
7225462	10/179280	Systems and methods for managing web user information	US	6/26/2002	5/29/2007
7246351	10/081921	Systems and methods for managing web user information	US	2/20/2002	7/17/2007
7266616	09/925157	METHOD AND SYSTEM FOR DIGITAL RENDERING OVER A NETWORK	US	8/8/2001	9/4/2007
7290223	10/985644	Interface for displaying and exploring hierarchical information	US	11/10/2004	10/30/2007
7333980	10/700071	SEARCHING QUERIES USING DATABASE PARTITIONING	US	11/3/2003	2/19/2008
7340466	10/086026	Topic identification and use thereof in information retrieval systems	US	2/26/2002	3/4/2008
7398298	11/690803	Remote access and retrieval of electronic files	US	3/23/2007	7/8/2008
7469405	09/840923	System and method for scheduling execution of cross-platform computer processes	US	4/25/2001	12/23/2008
7614036	10/610133	Method and system for dataflow creation and execution	US	6/30/2003	11/3/2009
7634756	10/994871	METHOD AND APPARATUS FOR DATAFLOW CREATION EXECUTION	US	11/22/2004	12/15/2009
7689717	11/515371	METHOD AND SYSTEM FOR DIGITAL RENDERING OVER A NETWORK	US	8/31/2006	3/30/2010
7711672	10/329402	Semantic network methods to disambiguate natural language meaning	US	12/27/2002	5/4/2010

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Patent Number	Application Number	Title	Country	Application Date	Grant Date
7716060	09/790897	PATENT-RELATED TOOLS AND METHODOLOGY FOR USE IN THE MERGER AND ACQUISITION PROCESS	US	2/23/2001	5/11/2010
7716207	11/712557	Search Engine Methods and Systems for Displaying Relevant Topics	US	3/1/2007	5/11/2010
7761462	11/969878	SEARCHING QUERIES USING DATABASE PARTITIONING	US	1/4/2008	7/20/2010
7765521	10/303268	Configuration engine	US	11/25/2002	7/27/2010
8156499	12/331980	METHODS, SYSTEMS, AND ARTICLES OF MANUFACTURING FOR SCHEDULING EXECUTION OF PROGRAMS ON COMPUTERS HAVING DIFFERENT OPERATING SYSTEMS	US	12/10/2008	4/10/2012
8396824	11/806260	Automatic data categorization with optimally spaced semantic seed terms	US	5/30/2007	3/12/2013
8494139	11/511211	SYSTEM FOR EMBEDDING PROGRAMMING LANGUAGE CONTENT IN XML	US	8/29/2006	7/23/2013
8607139	10/834595	SYSTEM AND PROCESS FOR MANAGING CONTENT ORGANIZED IN A TAG-DELIMITED TEMPLATE USING METADATA	US	4/29/2004	12/10/2013
8615555	12/169074	Remote access and retrieval of electronic files	US	7/8/2008	12/24/2013
9092545	11/513420	INTELLECTUAL PROPERTY ASSET MANAGER (IPAM) FOR CONTEXT PROCESSING OF DATA OBJECTS	US	8/31/2006	7/28/2015
RE44723	11/818544	REGULATING FILE ACCESS RATES ACCORDING TO FILE TYPE	US	6/14/2007	1/21/2014
D528556	29/212793	Graphical information interface for a display	US	9/7/2004	9/19/2006
D545323	29/212794	Graphical information interface for a display	US	9/7/2004	6/26/2007
D545324	29/212795	Graphical information interface for a display	US	9/7/2004	6/26/2007
TW1220713	TW091122978	System and method for synchronizing documents between multi-nodes	TW	10/4/2002	9/1/2004
Recently Expired Patents:					
6560613	09/500212	DISAMBIGUATING FILE DESCRIPTORS	US	2/8/2000	5/6/2003
6651063	09/493911	DATA ORGANIZATION AND MANAGEMENT SYSTEM AND METHOD	US	1/28/2000	11/18/2003
6732331	09/504624	SYSTEM AND PROCESS FOR MANAGING CONTENT ORGANIZED IN A TAG-DELIMITED TEMPLATE USING METADATA	US	2/15/2000	5/4/2004

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Patent Number	Application Number	Title	Country	Application Date	Grant Date
6918086	09/537965	Method and apparatus for updating database of automatic spelling corrections	US	3/28/2000	7/12/2005
7209959	09/542858	APPARATUS, SYSTEM AND METHOD FOR COMMUNICATING TO A NETWORK THROUGH VIRTUAL DOMAIN PROVIDING ANONYMITY TO A CLIENT COMMUNICATING ON THE NETWORK	US	4/4/2000	4/24/2007
8370457	11/717911	Network communication through a virtual domain	US	3/13/2007	2/5/2013
8762498	13/731731	APPARATUS, SYSTEM AND METHOD FOR COMMUNICATING TO A NETWORK THROUGH VIRTUAL DOMAIN PROVIDING ANONYMITY TO A CLIENT COMMUNICATING ON THE NETWORK	US	12/31/2012	6/24/2014
RE41451	11/324117	Electronic note taking from network web pages	US	1/3/2006	7/20/2010
RE43375	11/858878	SYSTEM AND METHOD FOR COMMUNICATIONS IN A DISTRIBUTED COMPUTING ENVIRONMENT	US	9/20/2007	5/8/2012
D513511	29/212796	Graphical information interface for a display	US	9/7/2004	1/10/2006
JP5143980	JP2000-609919	PROTOCOL FOR DEFINING DATA EXCHANGE RULES AND FORMATES FOR UNIVERSAL INTELLECTUAL ASSET DOCUMENTS (AS AMENDED)	JP	4/10/2000	11/30/2012

## MUTUAL NONDISCLOSURE AGREEMENT

This MUTUAL NONDISCLOSURE AGREEMENT is made and entered into as of \_\_\_\_\_, 2020 between DataCloud Technologies, LLC, a Georgia company, and \_\_\_\_\_, a \_\_\_\_\_.

1. **Purpose.** The parties wish to explore a business opportunity of mutual interest, and in connection with this opportunity, each party (the "disclosing party") may disclose to the other (the "receiving party") certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

2. **"Confidential Information"** means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation at or prior to the time of disclosure. Confidential Information shall include without limitation technical data, trade secrets and know-how, including, but not limited to, research, product plans, products, services, suppliers, customer lists and customer information, prices and costs, markets, software, developments, inventions, laboratory notebooks, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets and other business information. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party in violation of this Agreement; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by the receiving party's documents or other competent evidence in the receiving party's possession.

3. **Non-use and Non-disclosure.** Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship or to agents of a party retained to participate in licensing discussions between the parties.

4. **Maintenance of Confidentiality.** Each party shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. If any material non-public information is disclosed, the recipient of such information agrees that it will comply with SEC Regulation FD (Fair Disclosure), and refrain from trading in the disclosing party's stock until that material non-public information is publicly disseminated. Notwithstanding anything to the contrary set forth herein, a receiving party shall be permitted to disclose Confidential Information to the extent (and only to the extent) the receiving party is required by law or upon advice of counsel to disclose such Confidential Information, provided that the receiving party gives the disclosing party prompt written notice of such requirement and upon the request of the disclosing party, the receiving party cooperates in good faith and at the expense of the disclosing party in any reasonable and lawful actions which the disclosing party takes to resist such disclosure or limit the information to be disclosed.

5. No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

6. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party or destroyed upon the termination of this Agreement or the disclosing party's written request. At the request of the disclosing party, the recipient will furnish a certificate, signed by an officer of the recipient, certifying that any Confidential Information not returned to the disclosing party has been destroyed.

8. No License. Nothing in this Agreement is intended to grant any rights to either party under any intellectual property rights of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

9. Term. The obligations of each receiving party hereunder shall survive for a period of five (5) years from the date of disclosure. Notwithstanding the expiration of the term, the obligations of Section 3 shall continue forever and shall terminate only at such time, and then only to the extent, the disclosing party's Confidential Information no longer constitutes Confidential Information.

10. Remedies. Each party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

11. Export. The parties acknowledge that the export of Confidential Information may be subject to regulations which may prohibit the export of such information to certain foreign countries or the disclosure of such information to certain foreign nationals. The parties, therefore, agree to comply strictly with all applicable export laws, regulations, executive orders and the like.

12. Miscellaneous. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Georgia, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. This Agreement may be signed in counterparts, and delivered by facsimile, and such facsimile counterparts shall be valid and binding on the parties hereto with the same effect as if original signatures had been exchanged.

**DataCloud Technologies, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_